



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

April 5, 2012

CONTRACT TITLE: Media Placement

CURRENT CONTRACT PERIOD: February 1, 2012 through January 31, 2013

BUYER INFORMATION: Stacia Dawson
573-522-3052
stacia.dawson@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	02/01/10 through 01/31/11	01/31/13

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NAME / NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C309077001	Learfield Communications, Inc. 9007764920 2	505 Hobbs Road Jefferson City, MO 65109 Phone #: 573/556-1238 Fax #: 573/893-2321 Laurie Bonnot lbbonnot@learfield.com	No	Yes
C309077002	Hughes 4311069040 1	1141 S. 7 th Street St. Louis MO 63104 Phone #: 314/571-6325 Fax #: 314/558-2693 Eric Karlovic ekarlovic@huges-stl.com	<u>MBE</u> Traci Moore Graphics 606 North & South Rd., Ste. 206 University City, MO 63130 <u>WBE</u> Prism Media 1708 Timber Ridge Estates Ballwin, MO 63011 Pierce Media 1539 Woodroyal West Dr. Chesterfield, MO 63017	Yes

CONTRACT NUMBER	VENDOR NAME / NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C309077003	Missouri Broadcasters Association 4360628550 2	1025 Northeast Drive Jefferson City, MO 65110 Phone #: 573/636-6692 Fax #: 573/634-8258 Donald J. Hicks dhicks@mbaweb.org	No	Yes
C309077004	True Media, LLC 2023852690 0	29 South Ninth St. Ste 201 Columbia, MO 65201 Phone#: 573/443-8783 Fax #: 573/443-8784 Jack Miller jmiller@truemediaservices.com	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
02/01/12 – 01/31/13	04/05/12	Due to an Assignment of Contract, (Amendment #003), to Contract C309077001, the contractor information has changed. The new vendor number is 9007764920 2).
02/01/12 – 01/31/13	12/05/12	Renewed all contracts and updated Buyer Information on page 1.
02/01/11 – 01/31/12	09/27/10	Renewed all contracts.
02/01/10 – 01/31/11	03/19/10	Added MBE/WBE subcontractor information.
02/01/10 – 01/31/11	02/24/10	Corrected address, phone and fax numbers and contact information for Contract C309077002 (Hughes).
02/01/10 – 01/31/11	02/01/10	Initial issuance of new statewide contract

STATE AGENCY INSTRUCTIONS

1. Multiple Contracts – Four (4) contracts have been awarded with three (3) basic approaches and fees to providing the media placement services as summarized below:

Contract Number	Contractor Name	Basic Approach	<u>Fee</u> (As % of Cost of Ad) Media Placement Service % Commission	Other Services Provided
C309077001	Learfield Communications, Inc.	Learfield bartered networks as the base for state agency use. Also offers to purchase additional specific audience-focused stations	0% (actual cost of Learfield's network plus purchased time with 0% additional)	Yes. See Pricing Page.
C309077002	Hughes	Traditional approach of broadcast media buying to reach specific markets as customarily performed by an advertising/media buying agency	6.5% (actual cost of ad plus 6.5%)	Yes. See Pricing Page.
C309077003	Missouri Broadcasters Association	Missouri Public Education Program (MO-PEP program) Guarantees a value to investment ratio of 4:1	0% (only the cost of the ad is charged)	Yes. See Pricing Page.
C309077004	True Media, LLC	Traditional approach of broadcast media buying to reach specific markets as customarily performed by an advertising/media buying agency	5.5% (actual cost of ad plus 5.5%)	Yes. See Pricing Page.

2. State agencies may utilize the contractor whose service best meets their needs, considering cost, broadcast markets, and total advertising budget.
3. Each state agency shall have the right to request broadcast media proposals from one, some, or all contractor(s) to determine the contractor who will best meet the needs of the state agency in terms of cost, media placement/markets reached, and best use of total advertising budget.
4. Limitation on other services - The state agency shall not utilize the contractor for creative services nor for other "marketing/advertising" or "media" campaign services normally associated with a marketing/advertising agency.

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall provide media placement services (either public service announcement advertising or paid advertising) for any agency of the State of Missouri (hereinafter referred to as the using “state agency”) in accordance with the provisions and requirements specified herein.
- 1.1.2 The contractor shall coordinate the media throughout media outlets located throughout the State of Missouri (and occasionally outside the State of Missouri) as required by each using state agency.
 - a. The exact requirements for media placement services shall be determined by and between the using state agency and the contractor.
 - b. Because the contractor will be placing media for Missouri state agencies primarily on Missouri broadcast stations designed to reach Missouri citizens, the contractor should be operating as a business located within the geographic boundaries of the State of Missouri.
- 1.1.3 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency at its own discretion, to obtain alternate services elsewhere.
- 1.1.4 The contractor shall agree and understand that a state agency shall not utilize the contractor for creative services nor for other “marketing/advertising” or “media” campaign services normally associated with a marketing/advertising agency.
- 1.1.5 Cooperative Procurement Program - If the contractor has indicated agreement on Exhibit J with participation in the Cooperative Procurement Program, the contractor shall provide media placement services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes/c000-099/0670000360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 1.1.6 Multiple Contracts – In the event that multiple contracts are awarded for the media placement services required herein, the contractor shall agree and understand that the state agency shall utilize the contractor whose service best meets their needs, considering cost and markets. In addition, each state agency shall have the right to request media proposals from each contractor to determine the contractor who will best meet the needs of the state agency in terms of cost and media placement. If a proposal is requested, the contractor shall comply with the instructions of the state agency regarding the timing and content of the proposal required and shall prepare a proposal itemizing the guaranteed not to exceed total for the media placement services desired by the state agency, based on the pricing of the contract.

1.2 Performance Requirements:

- 1.2.1 Upon identification of need for the contractor’s services, a using state agency will contact the contractor and specify an exact date(s) on which the paid advertisement(s) (including public service announcements) shall air. The contractor must ensure that the advertisements air within the timeframe specified by the using state agency.
 - a. If and when requested by the using state agency, the contractor shall meet with media outlet’s representatives and shall provide the using state agency a written evaluation of each proposal submitted by the media outlet

representatives. Based on the analysis of the market, advertisement rates, etc., the contractor shall assist the using state agency in making advantageous media placement determinations.

- b. After authorization by the using state agency, the contractor shall order and place the advertisements with media outlets on the dates required by the using state agency.
- c. The contractor must endeavor to secure the most advantageous times and rates available.

1.2.2 In ordering media placements, the contractor shall not be acting as an agent of the State of Missouri, and shall not represent itself to be acting as an agent of the State of Missouri. The contractor shall inform each media outlet representative supplying services that the contractor is not acting as an agent for the State of Missouri and that the contractor shall be solely liable for payment to the media outlet representative. The contractor shall invoice the State for all media placements in accordance with the invoicing requirements of this document.

- a. The contractor shall only be permitted to invoice the using state agency for media placements after the advertising has occurred. See the Invoicing and Payment Requirements section of this document.

1.2.3 The contractor shall properly incorporate approved advertisements in mechanical or other necessary form and forward it with instructions for the fulfillment of the advertising order and shall check and verify instructions and broadcasts, to such a degree as normally performed by media buying agencies and as regarded as good practice.

1.2.4 After securing the media placement, the contractor shall communicate the necessary information to the state agency.

1.2.5 The using state agency shall provide the contractor with a quality master or duplicate of the advertisement that is ready for placement.

- a. Duplication Services – If included as part of the contractor’s awarded proposal, and if state agency request duplication services, the contractor shall make duplicates of the advertisement and shall label, package, and ship the advertisement to the approved media outlets.

1.2.6 The contractor shall ensure that all broadcast advertisements contain: (1) the closed captioning of the verbal contents of the advertisement if required by Section 711 of the Communications Act and (2) the sponsorship identification tag required by Section 73.1212 of the FCC’s Rules and such tag shall be in a format that is understandable/readable to the average listener/viewer. At a minimum, the radio tag shall be aural and the television tag shall be visual.

1.2.7 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

1.3 Recordkeeping and Reporting Requirements:

1.3.1 Reporting Requirements – On a quarterly basis, by the last day of the month following the end of the quarter, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the media placement services provided for all of the various using state agencies during the previous quarter and year-to-date. The contractor must submit the report electronically in an analysis-ready format approved by the Division of Purchasing and Materials Management.

- a. At a minimum, the report must contain the information listed below for each using state agency, further divided by state agency program or customer number, if applicable:
 - 1) Identification of each placement order (name, number, or other identifier), and the state agency placing the order.
 - 2) State agency contact name and phone number.
 - 3) Date of order.
 - 4) Description (including the name of the media outlet where the advertisement was placed), type of media, date, time, and size of media placement(s).

- 5) Unit price and quantity for each service performed.
- 6) Extended total and grand total of each order.

- b. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those services provided for the specific state agency. The contractor must submit the report electronically, in an analysis-ready format specified by the state agency, such as Microsoft Excel or Access. Reports in PDF or similar format shall be considered unacceptable.
- c. The contractor shall develop and provide ad hoc reports as required and requested by the Division of Purchasing and Materials Management or any state agency at no additional cost to the state. The contractor must submit ad hoc reports electronically in an analysis-ready format specified and approved by the Division of Purchasing and Materials Management or requesting state agency.

1.3.2 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency.

- a. The contractor shall make all such records, books, and other documents relevant to the contract available at all reasonable times and in a format acceptable to the state agency and/or its designees and/or the Missouri State Auditor during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of the action and resolution of all issues which arise from it.
- b. The contractor shall permit governmental auditors and/or authorized representatives of the State of Missouri to have access, for the purpose of audit or examination, to any of the contractor's books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that the contractor may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

1.4 Invoicing and Payment Requirements:

1.4.1 Prior to any payments becoming due per the contract, the contractor must submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>
- b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Payment Website at <https://www.vendorpay.oa.mo.gov>.

1.4.2 Media Placements:

- a. Each invoice submitted by the contractor must itemize the actual cost for the actual advertisement(s) and the amount due the contractor for the contractor's media placement services. The amount due the contractor for media placement services shall be the firm, fixed percent of the actual cost for the advertisement specified on the pricing page.
 - 1) The contractor shall audit and verify accuracy of all invoices for advertisements that were received by the contractor from the media outlets.
 - 2) The contractor must submit the following documentation to each using state agency:
 - ☐ Copies of all insertion orders, change orders, and purchase orders with media outlets.
 - ☐ An affidavit as evidence of the date and time of the advertisement's placement.
 - ☐ A report of the fair market value of each media outlet's schedule, if applicable.
- b. The contractor shall be paid (1) the actual cost charged by the media outlet to run the advertisement plus (2) the contractor's applicable firm, fixed percentage (as shown on the pricing page of the contract) of the actual cost for the advertisement.

1.4.3 Duplication Services: If dubbing services were provided, the contractor shall invoice for and shall be paid for such services in accordance with the firm fixed price per dub specified in the contract.

1.4.4 The contractor shall agree and understand that no costs, fees, charges, commissions, or rebates other than those specified above or on the contractor's pricing schedule as awarded in the contract shall be permissible and that except for pricing stated in the contract, no other payment or reimbursement of any kind shall be made to the contractor.

1.4.5 The contractor must promptly pay all media outlets, duplicating facilities, and any other such "vendors" who may act as "subcontractors" per the contract.

1.4.6 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

1.4.7 Final invoices are due by no later than sixty (60) calendar days after the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date. In addition, the contractor shall agree and understand that each state agency may have fiscal and budgetary situations which may require invoicing within a certain time period. The contractor must comply with such invoicing time requirements as stipulated by the state agency, unless other arrangements are agreed upon by both the contractor and the state agency.

1.4.8 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

1.4.9 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency with a check payable as instructed by the state agency in the amount of such overpayment. The contractor shall submit the overpayment to the state agency at the address specified by the state agency.

1.5 Other Contractual Requirements:

1.5.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

1.5.2 Contract Period - The original contract period shall be as stated on page 1 of the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

1.5.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for duplication services for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

1.5.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

1.5.5 Transition:

- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
- b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly and smooth transfer of responsibility and continuity of those services required under the terms of the contract to an organization designated by the state agency. If requested by the state agency, the contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the state agency.

- 2) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to ensure the completion of such service prior to the expiration of the contract.
- 3) If requested in writing via formal contract amendment, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 120 calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

1.5.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

1.5.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured.

1.5.8 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- d. Pursuant to subsection 1 of section, 285.530 RSMo no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who

violates subsection 1 of section, 285.530 RSMo) if the contract binding the contractor and subcontractor affirmatively states that:

- 1) the direct subcontractor is not knowingly in violation of subsection 1 of section, 285.530 RSMo and
- 2) shall not henceforth be in such violation and
- 3) the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.5.9 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific key individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific key individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

1.5.10 Authorized Personnel:

- a. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

1.5.11 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime,

etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

1.5.12 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

1.5.13 Property of State – The contractor shall agree and understand that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the state agency.

- a. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- b. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.

1.5.14 Confidentiality:

- a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

1.5.15 Inventions, Patents, and Copyrights - If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

1.5.16 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.
- b. The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating

entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded proposal.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

1.6 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

- 1.6.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
 - a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
 - b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.
- 1.6.2 Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
 - a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.6.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 1.6.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

- 1.6.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 1.6.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.6.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.6.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.6.9 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor’s E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.
- 1.6.10 American Recovery and Reinvestment Act of 2009 (ARRA) - The contractor shall understand and agree that the contract may involve the use of American Recovery and Reinvestment Act of 2009 (ARRA), §3 funds. If ARRA funds are used, in accordance with the ARRA, the contractor must comply with the requirements specified in Attachment 1.

PRICING AND PROPOSAL INFORMATION

LEARFIELD COMMUNICATIONS, INC. – C309077001

(Commodity Code For All Items: 91803)

001. Media Placement Services -

Line Item	Description	Price
001	Firm Fixed Fee Expressed as a Percent of the Actual Cost for Media Placement	0%

002. Duplication Services – Learfield does not charge for duplication services.

003. Other Media Related Services – Learfield offers the following services at no charge.

LEARFIELD COMMUNICATIONS – Other Services	
Script writing – Radio and or TV	
Supplying nationally recognized industry talent	
Studio services (Studio available on hourly basis)	
Music Library (music licensing fee)	
Engineering Services (Equipment operator available on hourly basis)	
Market analysis (includes demographic research and ratings)	
Advertising and Educational Awareness Strategy sessions	
Sound Effects Library	
Satellite distribution fee (Distribution of PSA's)	
Talk Show Forum (includes studio and satellite) delivery	

HUGHES – C309077002

(Commodity Code For All Items: 91803)

001. Fee for Broadcast Placement Services by Contractor:

Line Item	Description	Price
001	Firm Fixed Fee Expressed as a Percent of the Actual Cost for Media Placement	6.5%

002. Duplication Services –

Line Item	Duplication Service	Original Contract Period <i>Firm, Fixed Price</i> <i>Per Dub</i>	1 st Renewal Period <i>Maximum Price</i> <i>Per Dub</i>	2 nd Renewal Period <i>Maximum Price</i> <i>Per Dub</i>
AUDIO CASSETTE				
002	For 1 to 5 duplicates	\$ 14.95	\$ 14.95	\$ 14.95

Line Item	Duplication Service	Original Contract Period <i>Firm, Fixed Price</i> <i>Per Dub</i>	1st Renewal Period <i>Maximum Price</i> <i>Per Dub</i>	2nd Renewal Period <i>Maximum Price</i> <i>Per Dub</i>
003	For 6 to 20 duplicates	\$ 14.95	\$ 14.95	\$ 14.95
004	For 21 to 50 duplicates	\$ 14.95	\$ 14.95	\$ 14.95
005	For 51 to 150 duplicates	\$ 14.95	\$ 14.95	\$ 14.95
006	For 151 to 300 duplicates	\$ 14.95	\$ 14.95	\$ 14.95
REEL-TO-REEL				
007	For 1 to 5 duplicates	\$50.00 + cost of new reel	\$50.00 + cost of new reel	\$50.00 + cost of new reel
008	For 6 to 20 duplicates	\$50.00 + cost of new reel	\$50.00 + cost of new reel	\$50.00 + cost of new reel
009	For 21 to 50 duplicates	\$50.00 + cost of new reel	\$50.00 + cost of new reel	\$50.00 + cost of new reel
010	For 51 to 150 duplicates	\$50.00 + cost of new reel	\$50.00 + cost of new reel	\$50.00 + cost of new reel
011	For 151 to 300 duplicates	\$50.00 + cost of new reel	\$50.00 + cost of new reel	\$50.00 + cost of new reel
VIDEOCASSETTE				
012	For 1 to 5 duplicates	\$20.00	\$20.00	\$20.00
013	For 6 to 20 duplicates	\$15.00	\$15.00	\$15.00
014	For 21 to 50 duplicates	\$10.00	\$10.00	\$10.00
DIGITAL AUDIO TAPE				
015	For 1 to 5 duplicates	\$50.00 + cost of new reel	\$50.00 + cost of new reel	\$50.00 + cost of new reel
016	For 6 to 20 duplicates	\$50.00 + cost of new reel	\$50.00 + cost of new reel	\$50.00 + cost of new reel
017	For 21 to 50 duplicates	\$50.00 + cost of new reel	\$50.00 + cost of new reel	\$50.00 + cost of new reel
018	For 51 to 150 duplicates	\$50.00 + cost of new reel	\$50.00 + cost of new reel	\$50.00 + cost of new reel
019	For 151 to 300 duplicates	\$50.00 + cost of new reel	\$50.00 + cost of new reel	\$50.00 + cost of new reel

003. Other Media Related Services – No “other services” were awarded for Hughes.

MISSOURI BROADCASTERS ASSOCIATION – C309077003*(Commodity Code For All Items: 91803)***001. Media Placement Services -**

Line Item	Description	Price
001	Firm Fixed Fee Expressed as a Percent of the Actual Cost for Media Placement	0%

002. Duplication Services – Missouri Broadcasters Association does not charge for duplication services.**003. Other Media Related Services** - No “other services” were awarded for Missouri Broadcasters Association.**TRUE MEDIA – C309077004***(Commodity Code For All Items: 91803)***001. Media Placement Services:**

Line Item	Description	Price
001	Firm Fixed Fee Expressed as a Percent of the Actual Cost for Media Placement	5.5%

002. Duplication Services – True Media does not charge for duplication services.**003. Other Media Related Services –**

True Media agrees to handle all trafficking of commercials including dubbing onto other formats and shipping at no cost to the State of Missouri.

Media Planning and Research: *Hourly Rate: \$125.00*

Social Media Planning, Monitoring, and Execution: *Hourly Rate: \$100.00*

Search Engine Optimization: *Hourly Rate: \$100.00*